

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF FAIRFIELD) SIXTH JUDICIAL CIRCUIT

Aaron Randolph, David Carroll and Eddie)
Cook,)
Plaintiffs,)

vs.)

CB&I, L.L.C., and Fluor Enterprises, Inc.,)
Defendants.)

SUMMONS

20
17- CP - ~~42~~ - 438

TO: THE DEFENDANTS:

THIS SUMMONS requires you to answer attached Complaint and to serve a copy of your Answer on Plaintiffs' attorneys at their office, 1629 ByPass 72 NE, Greenwood, South Carolina, 29649, within **THIRTY (30) DAYS** after service of this Summons, excluding the date of service, and, if you fail to answer the Complaint within this time, judgment by default will be rendered against you for relief demanded in the Complaint.

McCRAVY, NEWLON & STURKIE
LAW FIRM, P.A.

BY: 

Jon E. Newlon
State Bar #15617

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Greenwood, S.C.
November 7, 2017

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COUNTY OF FAIRFIELD) SIXTH JUDICIAL CIRCUIT

Aaron Randolph, David Carroll and Eddie)
Cook,)
Plaintiffs,)

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Defendants.)

COMPLAINT

17- CP ²⁰~~42~~ - 438

2017 NOV 10 PM 12:12
FAIRFIELD COUNTY
CLERK OF COURT

Plaintiffs, through their undersigned attorneys, respectfully allege the following:

1. Plaintiff Randolph is a citizen and resident of Lexington County, S.C.
2. Plaintiff Carroll is a citizen and resident of Newberry County, S.C.
3. Plaintiff Cook is a citizen and resident of Newberry County, S.C.
4. Defendant CB&I is a foreign, for profit corporation, organized and existing under Texas law, is licensed to do business in South Carolina, maintains a principle office in South Carolina and regularly transacts business in South Carolina. Defendant, through its agents and/or employees, contracted with Plaintiffs in South Carolina to perform labor at a site in Jenkinsville, South Carolina.

5. Defendant Fluor Enterprises, Inc., is a foreign, for profit corporation, organized and existing under California law, is licensed to do business in South Carolina, maintains a principle office in South Carolina and regular transacts business in South Carolina. Defendant, though its agents and/or employees, contracted with Plaintiffs in South Carolina to perform labor at a site in Jenkinsville, South Carolina.

6. This Court has subject matter jurisdiction and venue is proper.
7. Defendants, at separate but consecutive times, hired Plaintiffs to work at the

Jenkinsville site. Plaintiffs entered into individual contracts for hourly wages that included overtime at 1.5 times their respective hourly wages. Plaintiffs typically worked more than 40 hours per week and reach as much as 65-70 hours per week. On or about June 29, 2015, Defendant CB&I, unexpectedly and without notice, stopped paying overtime and began to pay Plaintiffs “straight overtime” as defined by Defendant CB&I. From this point on and for the remaining time that CB&I was providing labor and working at the Jenkinsville site, Defendant CB&I failed to pay Plaintiffs overtime.

8. On or about April 2, 2016, Defendant Fluor replaced Defendant CB&I at the Jenkinsville site and retained Plaintiffs as its employees under a contract of employment with the same previous terms. The contract of employment included payment of hourly wages and overtime pay at 1.5 times the respective Plaintiffs’ hourly wages. Plaintiffs typically worked more than 40 hours per week and reach as much as 65-70 hours per week. Despite discussions between Plaintiffs and Defendant Fluor about the failure to pay overtime pay at 1.5 hours time the respective Plaintiffs’ hourly wages, Defendant Fluor also refused to pay the same. Defendant Fluor’s representative acknowledged that it owed the overtime pay but wanted to wait to see if anyone brought a lawsuit to force it to pay.

9. Defendants breached their respective contracts of employment with Plaintiffs and, after notice, intentionally continue to refuse to pay Plaintiffs for overtime work.

10. Based on hourly wages and failed overtime pay, Plaintiff Randolph calculates he is owed approximately \$15,000 in unpaid overtime, Plaintiff Carroll calculates that he is owed approximately \$10,000 in unpaid overtime and Plaintiff Cook calculates that he is owed approximately \$15,000 in unpaid overtime.

11. The South Carolina Wage Pay Act requires covered employees to be

compensated for every hour worked in a workweek and compensated for overtime.

12. During all relevant times, Plaintiffs were covered employees, were not exempt employees and were entitled to protections under the South Carolina Wage Pay Act.

13. Defendants were covered employers and required to comply with the South Carolina Wage Pay Act mandates.

14. Defendants violated the South Carolina Wage Pay Act by failing to compensate Plaintiffs for all overtime hours worked and acted willfully and with reckless disregard of clearly applicable statutory provisions.

15. Plaintiffs stipulate that no respective claim, including the award of attorney's fees under the South Carolina Wage Pay Act, exceeds \$75,000.

WHEREFORE, Plaintiffs pray for: an order that all available unpaid wages and overtime, if applicable, be paid; an order for attorney's fees and costs to the fullest extent permitted under state law; and for any other and further relief as the Court deems just, equitable and proper.

McCRAVY, NEWLON & STURKIE
LAW FIRM, P.A.

BY: 

Jon E. Newlon
State Bar #15617

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Greenwood, S.C.
November 7, 2017



Notice of Service of Process

Transmittal Number: 17429566
Date Processed: 11/22/2017

Primary Contact: Carol K Walker
Fluor Corporation
6700 Las Colinas Blvd
Irving, TX 75039

Entity:	Fluor Enterprises, Inc. Entity ID Number 0519556
Entity Served:	Fluor Enterprises, Inc.
Title of Action:	Aaron Randolph vs. CB&I, L.L.C.
Document(s) Type:	Summons/Complaint
Nature of Action:	Labor / Employment
Court/Agency:	Fairfield County Court of Common Pleas, South Carolina
Case/Reference No:	17-CP-20-438
Jurisdiction Served:	South Carolina
Date Served on CSC:	11/20/2017
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Certified Mail
Sender Information:	Jon E. Newlon 864-388-9100

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC

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